



875656

DFT 002171

David B. Sweeney
Foster Pepper & Shefelman
1111 Third Ave., Suite 3400
Seattle, Washington 98101

COPY

EASEMENT
Boeing to Desimone

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, The Boeing Company, a Delaware corporation, acting by and through its division, Boeing Defense and Space Group ("Grantor" herein), hereby grants and conveys to Seattle First National Bank, Mondo Desimone and Jacqueline E. Danieli, as Co-Trustees under the Last Will and Testament of Giuseppe Desimone, deceased, and as Co-Trustees under the Last Will and Testament of Assunta Desimone, deceased; and Joseph R. Desimone and Richard L. Desimone, Jr., both individually and as Co-Trustees under the Last Will and Testament of Richard L. Desimone, deceased, and as Personal Representatives for the Estate of Katherine M. Desimone; and Richard L. Desimone, Jr., as Trustee of the Richard L. Desimone III Trust, the John A. Desimone Trust, and the Ann M. Desimone Trust (all collectively the "Grantee" herein), for the purposes hereinafter set forth, a nonexclusive easement over, across and under the real property in King County, Washington, as described in Exhibit A (the "Servient Property"), such easement to take up the entire portion of such property as is described in Exhibit A and depicted on Exhibit B (the "Easement Area"). The easement granted hereunder is for the benefit of the real property described on Exhibit C and depicted on Exhibit D. All referenced exhibits are attached hereto and incorporated herein by this reference.

This easement is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby promises to faithfully and fully observe and perform.

1. Purpose. Grantee shall have the right to construct, operate, maintain and repair a private road, and underground utilities, together with all necessary appurtenants and the right to use the road and utilities for the benefit of owners, tenants and occupants of the real property described on Exhibit C.

2. Compliance With Laws and Rules. Grantee shall at all times exercise its rights herein in compliance with all applicable laws and regulations.

3. Removal of Fill Material. In the event that Grantee encounters, or suspects that it has encountered any hazardous substances in the Easement Area in furtherance of its rights set forth in paragraph 1, Grantee shall cease all operations and notify Grantor. If the encountered or suspected hazardous substances are not the result of the acts or omissions of Grantee, Grantor shall, at its own expense, determine if the material is hazardous, as determined by applicable law. If the material should prove to be hazardous, then the Grantor shall, at its own expense, remove, dispose or otherwise handle such hazardous substances, as necessary, in accordance with applicable law or reroute the

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Easement Area, if possible. If hazardous substances are removed, Grantor also shall provide substitute nonhazardous material to replace the removed material for Grantee to use in its operation, if necessary. Should the encountered or suspected material prove not to be hazardous, Grantee shall proceed with the operations at its own cost, with no recourse against the Grantor for the cost of schedule delays incurred due to the delay in operation. If the encountered or suspected hazardous substances are or may be the result of the acts or omissions of Grantee, Grantor's characterization of the substances involved and any removal, disposal or other handling costs incurred in connection with the removal, disposal or handling of the hazardous substances will be at Grantee's expense, and Grantee shall have no recourse against Grantor for the cost of schedule delays incurred due to the delay in operation. Any environmental mitigation requirements imposed as a result of the exercise of any right or obligation of Grantee hereunder shall be the sole responsibility and expense of Grantee.

4. Grantee Use and Activities. Except as provided in paragraph 1, Grantee shall not use, or allow the use of, the Easement Area for any purpose whatsoever. Grantee shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with Grantor's use of the Easement Area as set forth in paragraph 5. Grantee shall, at all times, exercise its rights hereunder in a manner so as to prevent bodily harm to persons (whomsoever) and damage to property (whatsoever). Grantee shall pay for the initial construction of all road improvements hereafter constructed, but thereafter Grantor and Grantee shall equitably share the cost of all maintenance and repair, as necessary to keep the same in a neat, clean and safe condition to provide reasonable road access for a first class office/warehouse/distribution/manufacturing complex.

5. Grantor's Use of the Easement Area and Access by Grantor During Construction. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted; provided that Grantor shall not construct or maintain any building or other structure on the Easement Area which would interfere with the exercise of the rights herein granted. Grantee shall make provisions satisfactory to Grantor for continued access by Grantor along, over and across the Easement Area during periods in which Grantee is conducting construction or other activities. In the event of an emergency requiring immediate action by either party for the protection of its facilities or other persons or property, such party may take such action upon such notice to the other party as is reasonable under the circumstances.

6. Indemnity. Grantee agrees to release, indemnify and hold harmless the Grantor, and its respective directors, officers, employees, agents, servants and representatives from any and all actions, liabilities, demands, claims, suits, judgments, liens,

actions, liabilities, demands, claims, suits, judgments, liens, awards and damages of any kind or character whatsoever (hereinafter referred to as "Claims"), including claims for death or injury to employees of Grantee, costs, expenses and reasonable attorneys fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly from, on account of, or in connection with Grantee's construction or operation, maintenance and use of the Easement Area (and improvements thereon). With respect to all or any portion of the foregoing obligation which may be held to be within the purview of RCW 4.24.115, such obligation shall apply only to the maximum extent permitted by RCW 4.24.115. As between the parties and for purposes only of the obligations herein assumed, Grantee waives any immunity, defense or other protection that may be awarded by any worker's compensation, industrial insurance or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington).

7. Term; Abandonment. The rights herein granted shall be perpetual; provided, however, at such time as Grantee ceases to use said Easement Area for a period of five (5) successive years, this Easement shall terminate and all rights hereunder shall revert to Grantor.

8. Notices. Notices required to be in writing under this Agreement shall be personally served or sent by U.S. mail. Any notice given by mail shall be deemed to have been received when three (3) days have elapsed from the time such notice was deposited in the U.S. mail addressed as follows:

To Grantor: Boeing Defense and Space Group
c/o Office of General Counsel
P.O. Box 3707, MS 13-08
Seattle, WA 98124-2207

To Grantee: The Desimones
RICHARD DESIMONE
(b) (6)
c/o SEATTLE FIRST NATIONAL BANK
ATTN: RICHARD H. ANDERSON
COLUMBIA SEAFIRST CENTER, SUITE 4750
P. O. BOX 34471
SEATTLE, WA 98124-1471

Either party may change the address to which notices may be given by giving notice as above provided.

9. Access. Grantee shall have the right of reasonable access to the Easement Area over and across adjacent lands owned or possessed by Grantor to enable Grantee to exercise its rights hereunder, provided that Grantee shall compensate Grantor for any damages to the Easement Area or the Servient Property caused by the exercise of said right of access and the cost of any repairs resulting therefrom at the actual customary cost of such repair.

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10. No Warranties. The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by Grantor affecting the Easement Area. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof. Any plans, specifications or drawings (collectively, "Submittal") provided by Grantee to Grantor pursuant to this Agreement are for Grantor's informational purposes only. Any analysis, review or approval by Grantor, or Grantor's failure to analyze, review or approve such Submittal (including failure to discover any error or defect in such Submittal) shall not relieve Grantee of any of its obligations under this Agreement. Grantor hereby expressly disclaims any and all warranties, express or implied, with respect to any such Submittal developed, reviewed or approved by Grantor as a condition of this Agreement.

11. Successors and Assigns. The easement granted herein shall run with the land, and the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successor and assigns.

12. Termination; Relocation.

12.1 Grantor may require Grantee to relocate the easement granted hereby at any time and from time to time to another area of the Grantor's property, provided that any such relocation shall be at Grantor's expense, and provided that any area to which the easement is relocated shall provide reasonable access and shall be deemed the "Easement Area" for all purposes of this instrument from the date of such relocation.

12.2 In the event Grantee breaches or fails to perform or observe any of the terms and conditions herein, and fails to cure such breach or default within ninety (90) days of Grantor's giving Grantee written notice thereof, or, if not reasonably capable of being cured within such ninety (90) days, within such other period of time as may be reasonable in the circumstances, Grantor may terminate Grantee's rights under this Agreement in addition to and not in limitation of any other remedy of Grantor at law or in equity, and the failure of Grantor to exercise such right at any time shall not waive Grantor's right to terminate for any future breach or default.

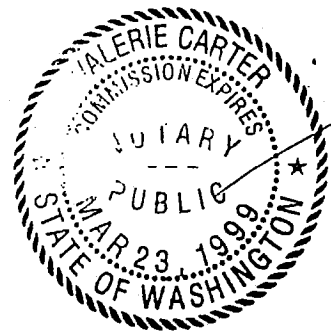
12.3 Upon termination of this Agreement and if requested by Grantor, Grantee, at its sole cost and expense, shall remove from the Easement Area any and all improvements thereon and restore the Easement Area to a condition as good or better than it was prior to construction of said improvements.

12.4 No termination of this Agreement shall release Grantee from any liability or obligation with respect to any matter occurring prior to such termination.

DATED 2/26/96, 1995.

GRANTOR:

The Boeing Company,
by and through its division,
Boeing Defense and Space Group



By: Myriel A. Schultz
Its: DIRECTOR OF FACILITIES - DESG

GRANTEE:

Seattle First National Bank, as Co-Trustee
under the Last Will and Testament of
Giuseppe Desimone, deceased, and as
Co-Trustee under the Last Will and
Testament of Assunta Desimone, deceased

By: James K. Williams
Its: VICE PRESIDENT

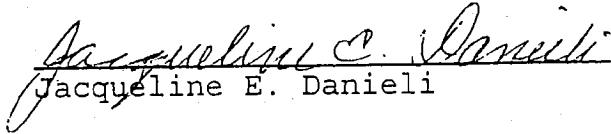
By: [Signature]
Its: Vice-President

Mondo Desimone, as Co-Trustee under
the Last Will and Testament of Giuseppe
Desimone, deceased, and as Co-Trustee
under the Last Will and Testament of
Assunta Desimone, deceased

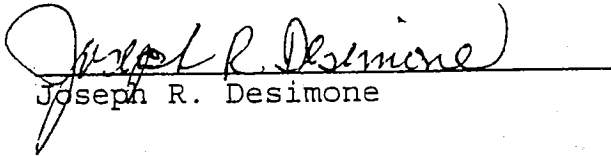
[Signature]
Mondo Desimone

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Jacqueline E. Danieli, as Co-Trustee
under the Last Will and Testament of
Giuseppe Desimone, deceased, and as
Co-Trustee under the Last Will and
Testament of Assunta Desimone, deceased


Jacqueline E. Danieli

Joseph R. Desimone, individually and
as Co-Trustee under the Last Will of
Richard L. Desimone, deceased, and as
Personal Representative for the Estate
of Katherine M. Desimone, deceased


Joseph R. Desimone

Richard L. Desimone, Jr., individually
and as Co-Trustee under the Last Will
of Richard L. Desimone, deceased, and
as Personal Representative for the Estate
of Katherine M. Desimone, deceased;
and as Trustee of the Richard L.
Desimone III Trust, the John A. Desimone
Trust, and the Ann M. Desimone Trust

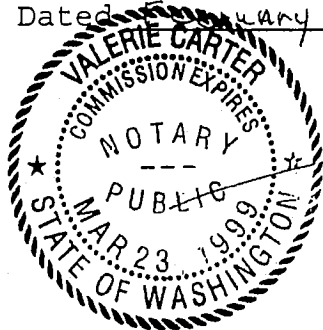

Richard L. Desimone, Jr.

STATE OF WASHINGTON)
: ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that
Nyrell Schultz is the person who appeared before me, signed
this instrument, on oath stated that he was authorized to execute

said instrument as Representative of The Boeing Company to be the free and voluntary act of said corporation, for the uses and purposes mentioned in said instrument.

Dated February 26, ¹⁹⁹⁶~~1995~~.



Valerie Carter

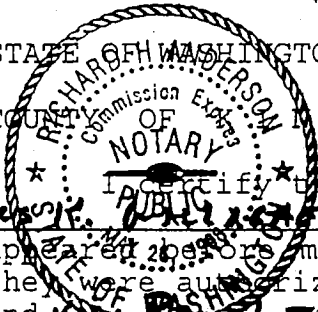
Notary Public in and for the State of Washington.

My Appointment Expires 3/23/99

Print/type name Valerie A. Carter

STATE OF WASHINGTON)

COUNTY OF PIKE) : ss.
Commission Expires 1999



I certify that I know or have satisfactory evidence that JAMES K. PETERSON and ROBERT D. FRASER are the persons who appeared before me, signed this instrument, on oath stated that they were authorized to execute said instrument as VICE PRESIDENT and VICE PRESIDENT respectively, of Seattle First National Bank, to be the free and voluntary act of said corporation, for the uses and purposes mentioned in said instrument.

Dated MARCH 14, ¹⁹⁹⁶~~1995~~.

Richard H. Anderson

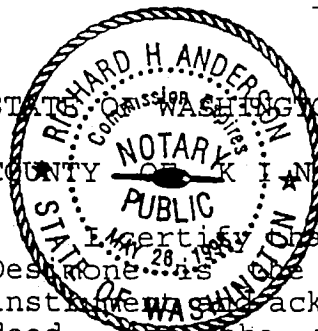
Notary Public in and for the State of Washington.

My Appointment Expires 5/26/98

Print/type name RICHARD H. ANDERSON

STATE OF WASHINGTON)

COUNTY OF PIKE) : ss.
Commission Expires 1999



I certify that I know or have satisfactory evidence that Mondo Desjardins is the person who appeared before me, signed this instrument and acknowledged it to be his free and voluntary act and deed, for the uses and purposes therein mentioned in the instrument.

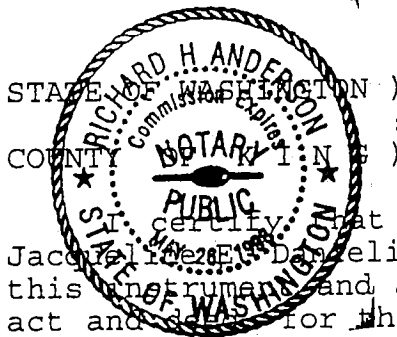
Dated MARCH 14, ¹⁹⁹⁶~~1995~~.

Richard H. Anderson

Notary Public in and for the
State of Washington.

My Appointment Expires 5/26/98

Print/type name RICHARD H. ANDERSON



STATE OF WASHINGTON)
COUNTY OF KING) : ss.

I certify that I know or have satisfactory evidence that
Jacqueline E. Danceli is the person who appeared before me, signed
this instrument and acknowledged it to be her free and voluntary
act and deed for the uses and purposes therein mentioned in the
instrument.

Dated MARCH 14, ~~1995~~ ¹⁹⁹⁶

Richard H. Anderson

Notary Public in and for the
State of Washington.

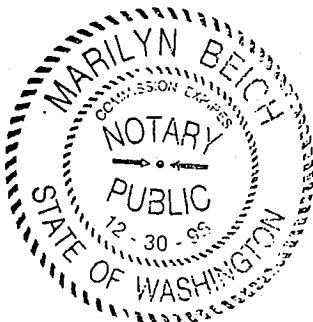
My Appointment Expires 5/26/98

Print/type name RICHARD H. ANDERSON

STATE OF WASHINGTON)
COUNTY OF KING) : ss.

I certify that I know or have satisfactory evidence that
Joseph R. Desimone is the person who appeared before me, signed
this instrument and acknowledged it to be his free and voluntary
act and deed, for the uses and purposes therein mentioned in the
instrument.

Dated MARCH 14, ~~1995~~ ¹⁹⁹⁶



Marilyn Beich

Notary Public in and for the
State of Washington.

My Appointment Expires 12-30-96

Print/type name MARILYN BEICH

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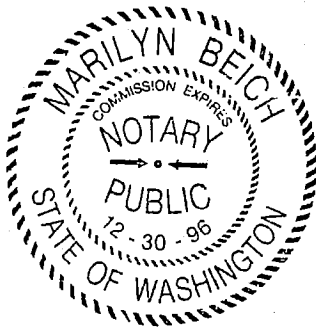
STATE OF WASHINGTON)

: ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Richard L. Desimone, Jr. is the person who appeared before me, signed this instrument and acknowledged it to be his free and voluntary act and deed, for the uses and purposes therein mentioned in the instrument.

Dated March 14, ¹⁹⁹⁶~~1995~~ 13



Marilyn Beich
Notary Public in and for the
State of Washington.
My Appointment Expires 12-30-96
Print/type name MARILYN BEICH

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ESM inc.

A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM



Job No. 262-11-940-002
Sabey Corporation/Oxbow
July 20, 1995

LEGAL DESCRIPTION FOR AN INGRESS
AND EGRESS EASEMENT OVER THE
BOEING COMPANY'S OWNERSHIP
EASTERLY OF THE DUWAMISH RIVER

That portion of Government Lot 8, Section 4, Township 23 North, Range 4 East, W.M., in King County, Washington, being more particularly described as follows:

Beginning at a point on the northeasterly line of the below described Tract "X" distant South 22°32'15" East 54.59 feet from the most northeasterly corner of the below described tract; thence North 22°32'15" West 54.59 feet; thence North 88°51'59" West 528.87 feet; thence South 39°09'11" West to the shoreline of the Duwamish River; thence South 50°50'49" East along said shoreline 85 feet; thence North 39°09'11" East to the northeast line of said South 104th Street; thence North 39°09'11" East 55 feet; thence North 51°58'50" East to a point which bears North 88°51'59" West from the point of beginning; thence South 88°51'59" East to the point of beginning.

Tract "X" (for reference purposes only)

That portion of Government Lot 8, Section 4, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the east line of said subdivision distant North 1°30'01" East 389.77 feet from the southeast corner thereof; thence North 88°51'59" West 708.02 feet to the true point of beginning of this description; thence South 88°51'59" East 216.15 feet to the westerly margin of East Marginal Way; thence North 22°32'15" West 190.90 feet to a point on said westerly line distance North 1°30'01" East 564.62 feet and North 88°51'59" West 574.06 feet, more or less, from the southeast corner of said subdivision; thence North 88°51'59" West 528.87 feet to a point distant North 88°51'59" West 1101.75 feet from the east line of said subdivision; thence South 39°09'11" West 110 feet, more or less, to the Duwamish River; thence southeasterly along said river 460 feet, more or less, to a point which bears South 23°10'41" West from the true point of beginning; thence North 23°10'41" East 170 feet, more or less, to the true point of beginning. EXCEPT that portion thereof lying within South 104th Street "Miller Road".

EXHIBIT A

PAGE 1 OF 2

DFT 002181

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NOTE: These legal descriptions are from that Statutory Warranty Deed filed under King County Recording No. 7805310988 which conveyed Tract "X" from the Boeing Company to the Grazer's and retained the herein described property.

See attached Exhibit "J".

Written by: C.A.F.
Checked by: R.J.W.

Legal/6621177



07-21-95

EXHIBIT A
PAGE 2 OF 2

DFT 002182

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TO ACCOMPANY LEGAL DESCRIPTION FOR AN
INGRESS AND EGRESS EASEMENT
A PORTION OF THE EAST HALF OF SECTION 4,
TWP. 23 N., RGE. 4 E., Y.M.,
KING COUNTY, WASHINGTON

BOEING PROPERTY AS DEFINED BY RECORD OF
SURVEY BY LUND & ASSOCIATES FILED UNDER
RECORDING NO. 7801255009 AND STATUTORY
WARRANTY DEED FILED UNDER KING COUNTY
RECORDING NO. 7805310980

EAST MARGINAL WAY SOUTH

DUWAMISH RIVER

BOEING PARKING

MOST NORTHERLY CORNER OF LOT 1
OF KING COUNTY SHORT PLAT NO.
SUB023 AS FILED UNDER KING COUNTY
RECORDING NO. 9006050697

102' 10" ALONG

WEST MARGINAL WAY SOUTH
(AKA P.S.H. NO. 1)

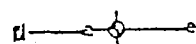


EXHIBIT B
PAGE 1 OF

SCALE: 1" = 200'

JOB NO. 262-11-940-002
DRAWING NAME: EXH-J
DATE: 07-21-95
DRAWN: C.A.F.
SHEET 1 OF 1

ESM INC.
1000 1ST AVENUE 30., BLDG. A
FLUKE WAY, WASHINGTON 98003
PHONE: (206) 834-8113

DFT 002183

DESIMONE PROPERTY - OXBOW PENINSULA

PARCEL A:

That portion of Government Lots 5, 6, 7, 11, and of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ all in Section 4, Township 23 North, Range 4 East W.M., lying Northeasterly of primary State Highway No. 1, as established by King County Superior Court Cause No. 529021, and Northeasterly of West Marginal Place South, and Northeasterly of the City of Seattle transmission line easement established by King County Superior Court Cause No. 469557 and lying Southerly and Westerly of the Duwamish River;

(A portion being also known as Lots 1 and 2 of King County Short Plat No. 588023, recorded under Recording No. 9006050697);

Situate in the county of King, state of Washington.

PARCEL B:

That portion of Government Lot 11 in Section 4, Township 23 North, Range 4 East W.M., lying Northeasterly of the Northeasterly margin of primary State Highway No. 1, as established by King County Superior Court Cause No. 529021 and lying Southwesterly of the Northeasterly margin of the Seattle transmission line as established by Ordinance No. 82986 of the City of Seattle, as condemned in King County Superior Court Cause No. 469557 and lying Northwesterly of the Duwamish River;

Except the South 460 feet of said Government Lot 11;

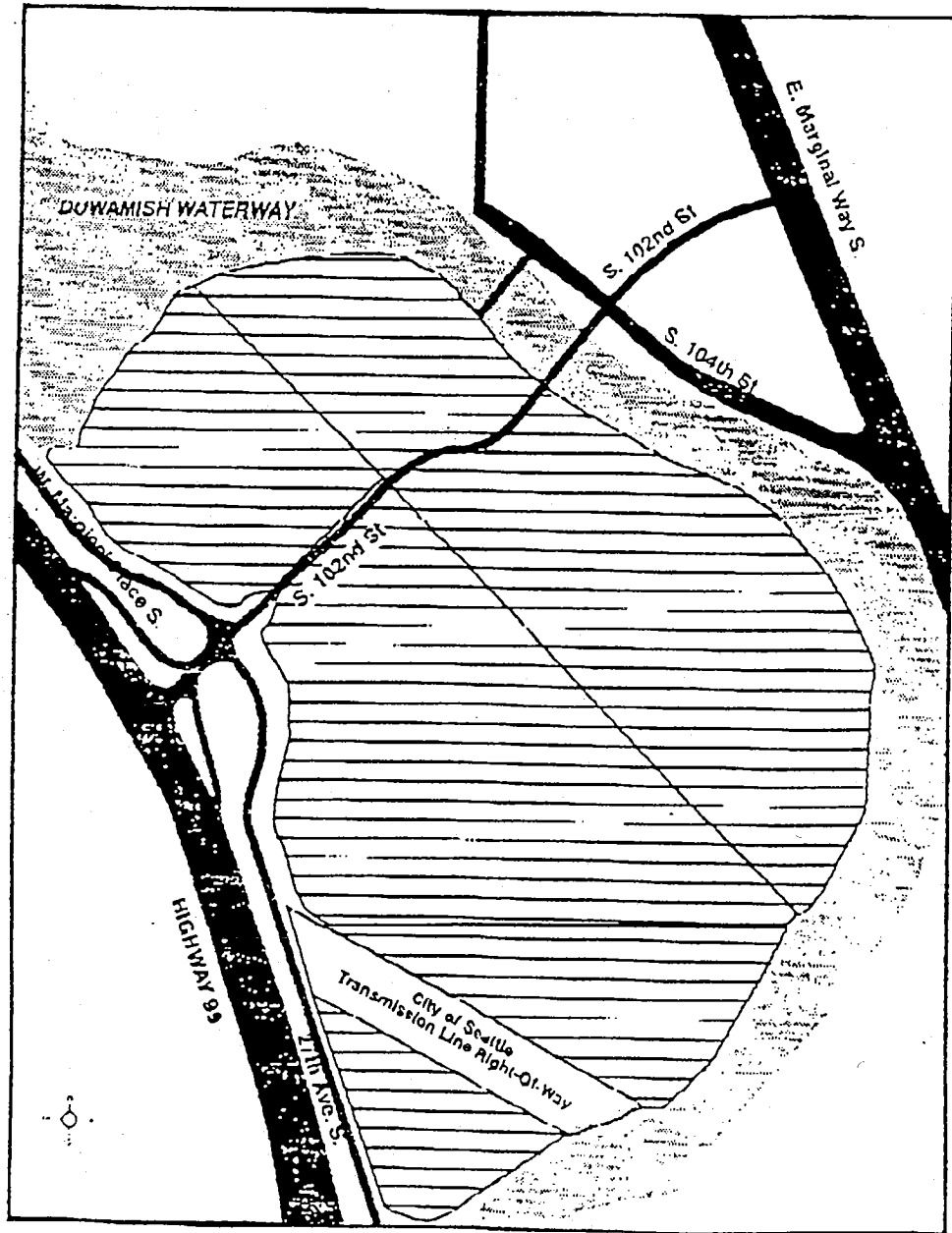
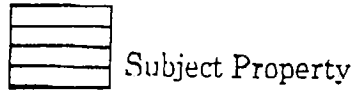
Situate in the city of Tukwila, county of King, state of Washington.

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Exhibit D

Graphic Description of
Real Property Described on Exhibit C



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